

against the Landlord individually and personally and shall not be enforced against the Leased Premises.

The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Leased Premises or holder of the Mortgage in possession at the time in question of the Leased Premises and in the event of any transfer or transfers of the title of the Leased Premises, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

26. Hazardous Substances. Tenant represents and warrants that it will not on or about the Leased Premises, make, treat or dispose of any hazardous or toxic substances or waste as any of such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et sec.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et sec.) and the rules and regulations promulgated pursuant thereunder, as from time to time amended or petroleum products (collectively "Hazardous Substances"), and Tenant represents and warrants that it will at all times comply with the foregoing acts and any other federal, state or local laws, rules or regulations governing (i) protection of human health, (ii) the environment

and (iii) Hazardous Substances (collectively, "Environmental Laws"). To the extent required by any Environmental Laws Tenant shall remove any Hazardous Substances whether now or hereafter existing on the Leased Premises and whether or not arising out of or in any manner connected with Tenant's occupancy of the Leased Premises during the initial Term or any extension or renewal Term hereof. Tenant shall and hereby does agree to defend, indemnify and hold Lender and Landlord, their officers, directors, shareholders, partners and employees harmless from and against any and all loss, damage, expenses, fees, claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, arising out of or in any manner connected with the presence of, or "release" or "threatened release" of or failure to remove, as required by this Paragraph 26, Hazardous Substances on, at or from the Leased Premises or any portion or portions thereof, now or hereafter existing during the initial Term and any extension or renewal Terms, or any violation of any Environmental Laws with respect to the Leased Premises or the operation hereof, and whether or not arising out of or in any manner connected with Tenant's occupancy of the Leased Premises during the initial Term or any extension or renewal Term.

27. Entry by Landlord. Landlord and its authorized representatives shall have the right upon reasonable notice (which shall be not less than 48 hours except in the case of emergency) to enter the Leased Premises at all reasonable business hours, and at all other times in the event of an

emergency, (a) for the purpose of inspecting the same or for the purpose of doing any work under Paragraph 11(c), and may take all such action thereon as may be necessary or appropriate for any such purpose (but nothing contained in this Lease or otherwise shall create or imply any duty upon the part of Landlord to make any such inspection or do any such work), and (b) for the purpose of showing the Leased Premises to prospective purchasers and mortgagees and, at any time within 12 months prior to the expiration of the term of this Lease for the purpose of showing the same to prospective tenants. No such entry shall constitute an eviction of Tenant but any such entry shall be done by Landlord in such reasonable manner as to minimize any disruption of Tenant's business operation.

28. Statements. Tenant named herein shall submit to Lender and Landlord (i) within 60 days of the end of each quarter, quarterly balance sheets, income statements and statements of cash flows for Tenant named herein; (ii) within 90 days of the end of each year, annual balance sheets, income statements and statements of cash flows for Tenant named herein. Quarterly 10Qs as filed with the Securities and Exchange Commission shall satisfy the requirements contained in (i) herein. Copies of the 10Ks filed with the Securities and Exchange Commission will satisfy the requirement contained in (ii) herein. The obligations of Tenant named herein shall continue whether or not this Lease shall have been assigned.

29. No Usury. The intention of the parties being to conform strictly to the usury laws now in force in the State, whenever any provision herein provides for payment by Tenant to Landlord of interest at a rate in excess of the legal rate permitted to be charged, such rate herein provided to be paid shall be deemed reduced to such legal rate.

30. Broker. Landlord and Tenant represent and warrant to each other that neither party negotiated with any broker in connection with this Lease and that this Lease was negotiated directly by Landlord and Tenant.

31. Separability. Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from its obligation to perform the same. If any term or provision of this Lease or the application thereof to any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

32. Completion of Construction of Improvements. If on the Commencement Date (i) construction or alteration of the Improvements shall not have been completed, or (ii) the permanent

Certificate of Occupancy or any other required governmental certificates or any other required certificates, permits or licenses, which will permit the Leased Premises to be legally occupied for its intended use, shall not have been issued, Tenant agrees promptly after the Commencement Date to complete such construction and alteration and to obtain the permanent Certificate of Occupancy and such certificates, permits and licenses, and to forward to Landlord copies thereof promptly after their receipt by Tenant. In addition, if any mechanic's, laborer's, materialman's, vendor's or other lien or chattel mortgage, conditional sale or other title retention agreement be filed against the Leased Premises after the Commencement Date, Tenant agrees to discharge such liens promptly after filing thereof.

33. Tenant to Comply With Reciprocal Easement Agreement.

Tenant agrees that Tenant is obligated to and shall perform all obligations of the owner of the Leased Premises and pay all expenses which the owner of the Leased Premises may be required to pay in accordance with any reciprocal easement agreement, restrictive covenants or any other agreement or document of record now affecting the Leased Premises, herein referred to collectively as "REA," and that Tenant shall comply with all of the terms and conditions of the REA during the term of this Lease. Tenant shall be deemed the "Owner" of the Leased Premises for purposes of the REA and, provided there exists no Event of Default hereunder, shall have the right to exercise all of

Landlord's enforcement rights thereunder as owner of the Leased Premises. Tenant further covenants and agrees to indemnify, defend and hold harmless Landlord and Lender against any claim, loss or damage suffered by Landlord or Lender by reason of Tenant's failure to perform any obligations or pay any expenses as required under any REA or comply with the terms and conditions of any REA as hereinabove provided during the term of this Lease.

34. Additional Rent. The term "Additional Rent" as used herein shall also include all amounts, costs, expenses, liabilities and obligations which Tenant herein assumes and agrees to pay and will reimburse Landlord for any payments thereof made by Landlord, and, in the event of any failure by Tenant to pay any of the same, subject to the notice provisions of Paragraph 19(a)(y) Landlord shall have all rights, powers and remedies provided herein or by law as in the case of nonpayment of Basic Rent.

35. Miscellaneous. The paragraph headings in this Lease are used only for convenience in finding the subject matters and are not part of this Lease or to be used in determining the intent of the parties or otherwise interpreting this Lease. As used in this Lease the singular shall include the plural as the context requires, and the following words and phrases shall have the following meanings: (a) "including" shall mean "including but not limited to"; (b) "provisions" shall mean "provisions, terms, agreements, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, title retention agreement,

pledge, security interest, mortgage and/or deed of trust"; (d) "obligation" shall mean "obligation, duty, agreement, liability, covenant or condition"; (e) "any of the Leased Premises" shall mean "the Leased Premises or any part hereof or interest therein"; (f) "any of the Land" shall mean "the Land or any part thereof or interest therein"; (g) "any of the Improvements" shall mean "the Improvements or any part thereof or interest therein"; (h) "any of the Equipment" shall mean "the Equipment or any part hereof or interest therein"; and (i) "any of the Adjoining Property" shall mean "the Adjoining Property or any part hereof or interest therein." Any act which Landlord is permitted to perform under this Lease may be performed at any time and from time to time by Landlord or any person or entity designated by Landlord. Any act which Tenant is required to perform under this Lease shall be performed at Tenant's sole cost and expense. Except as otherwise set forth herein, Landlord has the right to refuse to grant its consent whenever such consent is required under this Lease. This Lease may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. The covenants of this Lease shall run with the Land and bind Tenant, the heirs, distributees, personal representatives, successors and permitted assigns of Tenant and all present and subsequent encumbrancers and subtenants of any of the Leased Premises, and shall inure to the benefit of and bind Landlord, its successors and assigns. In



the event there is more than one Tenant, the obligation of each shall be joint and several. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease but this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Lease will be simultaneously executed in several counterparts, each of which when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes. This Lease shall be governed by and construed according to the laws of the State.

36. Expansion.

(a) Expansion Option. Subject to and in accordance with the terms and conditions contained in this Paragraph, Landlord grants to Tenant an option to expand the Leased Premises (herein referred to as the "Expansion Option") to include that certain tract or parcel of real property adjacent to the Land and more particularly described on Exhibit E hereof and made a part hereof (herein referred to as the "Expansion Land" and, together with any buildings or other improvements to be constructed thereon [including without limitation, parking areas, driveways and other ancillary improvements], herein collectively referred to as the "Expansion Premises"), which Expansion Option shall be exercisable on or before ninety (90) days prior to the Option Expiration Date (herein referred to as the "Expansion Option



Date"). Notwithstanding the foregoing, the Expansion Option shall expire one year prior to the Option Expiration Date unless Tenant (1) notifies Landlord in writing at least 375 days prior to the Option Expiration Date that Tenant desires for the Expansion Option to remain in effect, and (ii) delivers to Landlord, along with such notice, the sum of \$25,000. Tenant shall have the right to exercise this Expansion Option by written notice to Landlord on or prior to the Expansion Option Date, which notice shall include a set of preliminary plans and specifications for the Expansion Premises (herein referred to as the "Preliminary Expansion Plans"). The Preliminary Expansion Plans shall provide for construction consistent with the provisions of Paragraph 36(f) below.

(b) Tenant's Acknowledgment. Tenant acknowledges that Landlord does not currently own the Expansion Land and that this Expansion Option is contingent on Landlord acquiring the Expansion Land. Landlord has obtained an option to acquire the Expansion Land (herein referred to as "Landlord's Option") for the price set forth in the Landlord's Option (determined as set forth on Exhibit F attached hereto) (the "Expansion Land Costs"), for an option term expiring on the earlier of (i) the second (2nd) anniversary of the date Tenant occupies the Leased Premises for the conduct of its business, or (ii) July 31, 1995 (the earlier of such dates being referred to herein as the "Option Expiration Date"). If (i) Tenant exercises the Expansion Option pursuant to Paragraph 36(a) above and (ii) Tenant simultaneously

delivers to Landlord an amendment to this Lease substantially in accordance with Subparagraph (c) below executed by Tenant, and a preliminary nonbinding estimate of the Expansion Construction Costs, and (iii) Landlord approves the Preliminary Expansion Plans, which approval shall not be unreasonably withheld or delayed, then Landlord shall exercise the Landlord's Option and take such actions as shall be required to consummate within 30 days thereafter (or such later period as shall be agreed to between Landlord and Tenant) the purchase of the Expansion Land pursuant to the Landlord's Option.

(c) Expansion Amendment. In the event that Tenant timely exercises the Expansion Option, and Landlord approves the Preliminary Expansion Plans as set forth above, then Landlord and Tenant shall enter into an amendment to this Lease ("Expansion Amendment") which shall include provisions substantially as follows:

(i) Term. The term of this Lease with respect to the Expansion Premises (herein the "Expansion Term") shall commence on the date Landlord consummates the purchase of the Expansion Land pursuant to Landlord's Option and shall end (unless sooner terminated as provided herein) on the Expiration Date.

(ii) Expansion Completion Date. For purposes of this Paragraph 36, the term "Expansion Completion Date" shall mean the date when the construction of the Expansion Premises is substantially completed free of liens, in accordance with the

Approved Plans (subject to the completion of punchlist items) so that Tenant can lawfully occupy the Expansion Premises for the purposes for which it is intended, as evidenced by the issuance by the project's architect (selected by Tenant and having Landlord's approval) of a certificate of Substantial Completion on a Standard AIA Form and the issuance of a Certificate of Occupancy (or local equivalent) from the appropriate local officials for the base Expansion Building (as herein defined), copies of which are delivered to Landlord, and (ii) the term "Expansion Rent Commencement Date" shall mean the date on which Landlord reimburses Tenant for the Expansion Construction Costs.

(iii) Expansion Minimum Rent.

(A) Tenant shall pay to Landlord, in equal monthly installments commencing one hundred twenty (120) days after the commencement of the Expansion Term and continuing on the first day of each month thereafter until the day prior to Expansion Rent Commencement Date (but in no event beyond the Expiration Date), interim rent at a rate per annum equal to the product of the yield on fifteen (15)-year Treasury Notes determined as of the first day of the Expansion Term in the manner set forth in Paragraph (C) below, plus one hundred eighty-five (185) basis points, multiplied by the Expansion Land Costs. Interim rent for any period less than a month shall be prorated on a daily basis and paid on the first day of the next full calendar month.

(B) Commencing on the last day of the first month next following the Expansion Rent Commencement Date and continuing on the last day of each month thereafter during the Expansion Term, Tenant shall pay to Landlord, as annual minimum rent for the Expansion Premises, the "Expansion Minimum Rent". Pro rata Expansion Minimum Rent shall be due for the period from the Expansion Rent Commencement Date through and including the last day of the month next following the Expansion Rent Commencement Date and shall be paid in advance on the Expansion Rent Commencement Date, but if the Expansion Rent Commencement Date shall occur on the first day of a calendar month, the full monthly installment of Expansion Minimum Rent shall be paid on the last day of the month in which the Expansion Rent Commencement Date occurs. Except as specifically set forth in this Paragraph 36, the interim rent (until the Expansion Rent Commencement Date) and the Expansion Minimum Rent shall be payable at the same time, in the same manner and subject to all the terms applicable to the payment of Basic Rent. Interim rent (until the Expansion Rent Commencement Date) and the Expansion Minimum Rent (from and after the Expansion Rent Commencement Date) shall be deemed part of Basic Rent and included within the definition of "Basic Rent", and Tenant's failure to pay interim rent or Expansion Minimum Rent, as and when due, shall be a default subject to all the same terms and conditions of the Lease applicable to Tenant's failure to pay Basic Rent as and when due

(subject to any notice, grace or cure periods applicable to the payment of Basic Rent).

(C) "Expansion Minimum Rent" shall mean an amount per annum equal to the sum of the Expansion Land Costs and the Expansion Construction Costs multiplied by a percentage equal to the "Applicable Percentage". The Expansion Minimum Rent shall be the same amount for each Lease Year during the Expansion Term and any renewal terms and shall not increase as or when the Basic Rent payable under Paragraph 6 of this Lease increases.

"Applicable Percentage" shall mean a percentage equal to the debt constant that would be necessary to fully amortize a loan equal in principal amount to the sum of the Expansion Land Costs and the Expansion Construction Costs reflecting (i) an interest rate equal to the yield on fifteen (15) year Treasury Notes determined as set forth below on the "Rental Determination Date" (defined below), plus one hundred eighty-five (185) basis points (or such lesser amount as the parties shall agree at such time), (ii) an amortization period beginning on the Expansion Rent Commencement Date and ending on the Expiration Date (exclusive of renewal terms), and (iii) equal monthly payments payable on the same dates as the Expansion Minimum Rent due hereunder; provided, however, if on the first day of the Expansion Term, the rating for Tenant's senior unsecured debt obligations as published by Duff & Phelps is less than BBB (or, if Duff & Phelps no longer rates such of Tenant's debt obligations and on such date the rating for Tenant's senior unsecured debt obligations as